

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2019-390-E**

IN RE: Ganymede Solar, LLC,	)	
	)	
Petitioner,	)	<b>INFORMATIONAL FILING</b>
	)	
Dominion Energy South Carolina,	)	
Incorporated,	)	
Respondent.	)	

**INTRODUCTION**

Ganymede Solar, LLC (hereinafter as, the “Project” or “Ganymede”), currently has a Petition and a Motion to Maintain Status Quo pending in this Docket. Dominion Energy South Carolina, Incorporated (hereinafter as, “DESC”), has ignored those two filings and the jurisdiction of this Commission and purported to place the Ganymede Project in default. Ganymede’s Informational Filing follows.

**UNCONTROVERTED FACTS**

1. DESC is subject to the jurisdiction of this Commission.
2. A Petition was filed with this Commission on **December 20, 2019**, asking this Commission to assume jurisdiction of the Ganymede matter and to exercise its statutory authority to amend certain terms of the Interconnection Agreement (“IA”) between Ganymede and DESC.
3. Under the existing IA between Ganymede and DESC, the Project’s Milestone 2 (“M2”) payment was due on December 27, 2019. The relief sought in the Petition included adjustment of this deadline, because of the Project’s inability to obtain financing to make the M2 payment by that date.
4. A Motion to Maintain Status Quo was also filed with this Commission on **December 20, 2019**, asking the Commission to maintain the status quo between DESC and the Project. Ganymede’s Petition was filed pursuant to S.C. Code Ann. Section 58-27-980, which gives the Commission broad supervisory authority, granted by

the South Carolina General Assembly and described as being, “Full Power and Authority”. Also, Section 12.1<sup>1</sup> of the Interconnection Agreement, to which Ganymede and DESC are signatories, acknowledged that Ganymede could seek the relief sought in Ganymede’s Petition. Specifically, S.C. Code Ann., Section 58-27-980 states that, “No contract... shall be exempt from alteration, control, regulation and establishment by the Commission, when in its judgment the public interest so requires...” and “...unless [a Contract, in this case, the Company’s Interconnection Agreement] be subject to **amendment**, modification, change or annulment by the Commission....” (Emphasis supplied).

5. Both the Petition and the Motion described hereinabove, were filed prior to the M2 payment due date for Ganymede of December 27, 2019.

6. This Commission accepted Ganymede’s Petition and Motion on **December 23, 2019** and assumed jurisdiction by assigning Docket 2019-390-E, to Ganymede’s filing.

### **DESC’S IMPROPER ACTION**

Despite the uncontroverted facts set forth hereinabove, DESC sent correspondence to Ganymede on December 30, 2019, purporting to place the Project in default, effective January 7, 2020. The only way DESC’s correspondence purporting to place the Project in default would be appropriate, is (i) if DESC ignored the uncontroverted facts as set forth above (ii) if DESC could invade the province of this Commission and (iii) if DESC ignored the uncontroverted jurisdiction of this Commission in this matter. Because it is uncontroverted that DESC is subject to the jurisdiction of this Commission, and the above filings were timely made, DESC is without authority to institute a unilateral claim of default before this matter is heard and decided by this Commission.

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<sup>1</sup> “The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the law of the State of South Carolina....”

DESC's attempt to ignore Ganymede's timely filings and the broad supervisory authority of this Commission under S.C. Code Ann., Section 58-27-980, if successful, would mean that DESC is allowed to disregard this Commission's broad authority and jurisdiction. It would be meaningless for this Commission to have broad supervisory powers, if a utility can simply ignore this Commission's authority and this Commission's ability to amend, modify, change or annul the Contract between Ganymede and DESC. Simply put, this Commission's broad supervisory power would be a nullity, if DESC's flagrant disregard for this Commission's jurisdiction is allowed to stand. It is nonsensical for this Commission to have the authority to supervise, amend, modify, change or annul the IA, if the Commission cannot stay this matter to allow for this Commission's review and resultant action.

DESC's purported attempt to declare the Project in default, and to remove the Project from its rightful queue position, would leave nothing of substance for this Commission to decide.

### **CONCLUSION**

In summary, (i) DESC is subject to the jurisdiction of this Commission; (ii) a timely Petition and Motion were filed with this Commission and both are still pending for a decision from this Commission; (iii) this Commission has full power and authority to amend, modify, change or annul the Contract between Ganymede and DESC and to maintain the status quo between these parties until this matter is finally decided and; (iv) Ganymede sought this Commission's jurisdiction in this matter and this Commission accepted jurisdiction on **December 23, 2019**. Despite the uncontroverted facts set forth hereinabove, including Ganymede's timely filing and this Commission's assumption of this Commission's broad jurisdiction granted to this Commission by the South Carolina General Assembly, DESC takes the remarkable position that DESC can ignore Ganymede's filings and this Commission's broad jurisdiction and one week after this matter was placed under the jurisdiction of this Commission, declare Ganymede in default on December 30, 2019, effective January 7, 2020.

**[Signature Page Follows]**

Respectfully Submitted,  
/s/Richard L. Whitt,

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*As Counsel for Ganymede Solar, LLC.*

January 3, 2020  
Irmo, South Carolina